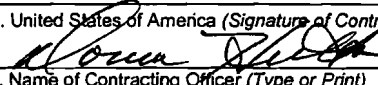


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

Offeror to Complete Blocks 12, 17, 23, 24, & 30

1. Requisition Number 0004400 04-0013/023		PAGE 1 OF 10		
2. Contract No. CPSCS041384	3. Award/Effective Date Sep 11, 2004	4. Order Number	5. Solicitation Number CPSC-Q-04-1384	6. Solicitation Issue Date Sep 2, 2004
7. For Solicitation Information Call:	a. Name KIM MILES kmiles@cpsc.gov	b. Telephone Number (No collect calls) (301) 504-7018	8. Offer Due Date/Local Time Sep 9, 2004 / 03:00 PM	
9. Issued By US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408	Code CPSC	10. This Acquisition is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set-Aside % for <input type="checkbox"/> Small Business <input type="checkbox"/> HubZone Small Business <input type="checkbox"/> 8(A) NAICS: 541380 Size Standard: 5 mil	11. Delivery for FOB Destination Unless Block is Marked. <input type="checkbox"/> See Schedule	12. Discount Terms Discount: 0% Days: 0 Net due: 30
		13a. This contract is a rated order under DPAS (15 CFR 700)		
		13b. Rating		
		14. Method of Solicitation <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. Deliver To CONSUMER PRODUCT SAFETY COMM. DIRECTORATE FOR ENGINEERING SCIENCE 4330 EAST WEST HIGHWAY ROOM 611 BETHESDA, MD 20814-4408	Code ES595	16. Administered By KIMBERLY R. MILES Code KRM		
17a. Contractor/Offeror Intertek Testing Services 3933 US Route 11 Cortland NY 13045 Telephone No. 607-758-6242	Code 00019181 Facility Code TIN: 161541808	18a. Payment Will Be Made By CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF FINANCIAL SERVICES 4330 EAST WEST HWY, ROOM 522B BETHESDA, MD Code PAYOFF		
17b. Check if Remittance is Different and Put Such Address in Offer. <input type="checkbox"/>		18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked. <input type="checkbox"/> See Addendum.		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE
	SEE PAGE 2 FOR SCHEDULE OF SERVICES			
25. Accounting and Appropriation Data 04 PS-EXOB 4400 21725 252b		26. Total Award Amount (For Govt. Use Only) US 70,000.00		
27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda <input type="checkbox"/> are <input type="checkbox"/> are not attached		27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached		
28. Contractor is required to sign this document and return _____ copies to Issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.		29. Award of Contract: Reference _____ Offer Dated _____. Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items:		
30a. Signature of Offeror/Contractor		31a. United States of America (Signature of Contracting Officer) 		
30b. Name and Title of Signer (Type or Print)	30c. Date Signed	31b. Name of Contracting Officer (Type or Print) DONNA HUTTON dhutton@cpsc.gov		31c. Date Signed 9/14/04
32a. Quantity in Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted, and Conforms to the Contract, Except as Noted: _____				
32b. Signature of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative	
32e. Mailing Address of Authorized Government Representative		32f. Telephone Number of Authorized Government Representative		
		32g. E-mail of Authorized Government Representative		
33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final	34. Voucher Number	35. Amount Verified Correct For	36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	37. Check Number
38. S/R Account Number	39. S/R Voucher Number	40. Paid By		
41a. I certify this account is correct and proper for payment		41c. Date	42a. Received By (Print)	
41b. Signature and Title of Certifying Officer			42b. Received At (Location)	
			42c. Date Rec'd (YY/MM/DD)	
			42d. Total Containers	

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	<p>THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, MATERIALS AND EXPERTISE TO CONDUCT TESTING AND EVALUATION OF EMERGENCY ESCAPE MASKS FOR THE CONSUMER PRODUCT SAFETY COMMISSION. SERVICES SHALL BE IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK.</p> <p>Testing and evaluation services for Emergency Escape Masks in accordance with ANSI/ISEA 110-2003, American National Standard for Air-Purifying Respiratory Protective Smoke Escape Devices.</p>	1	LT	70,000.00	70,000.00

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1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (Oct 2003)

(a) "Inspection/Acceptance." The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) "Assignment." The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) "Changes." Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) "Disputes." This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) "Definitions." The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) "Excusable delays." The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) "Invoice."

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor

shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) "Patent indemnity." The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) "Payment.--"

(1) "Items accepted." Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) "Prompt payment." The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) "Electronic Funds Transfer (EFT)." If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) "Discount." In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer is made.

(5) "Overpayments." If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) "Risk of loss." Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) "Taxes." The contract price includes all applicable Federal, State, and local taxes and duties.

(l) "Termination for the Government's convenience." The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and

all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) "Termination for cause." The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) "Title." Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) "Warranty." The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) "Limitation of liability." Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) "Other compliances." The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) "Compliance with laws unique to Government contracts." The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) "Order of precedence." Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) Central Contractor Registration (CCR).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the

CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

- (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

- (A) change the name in the CCR database;
- (B) comply with the requirements of Subpart 42.12; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

2. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders

applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

_____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

_____ (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

_____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

_____ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

_____ (ii) Alternate I (MAR 1999) of 52.219-5.

_____ (iii) Alternate II (JUNE 2003) of 52.219-5.

_____ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

_____ (ii) Alternate I (OCT 1995) of 52.219-6.

_____ (iii) Alternate II (MAR 2004) of 52.219-6.

_____ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

_____ (ii) Alternate I (OCT 1995) of 52.219-7.

_____ (iii) Alternate II (MAR 2004) of 52.219-7.

_____ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d) (2) and (3)).

_____ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d) (4)).

_____ (ii) Alternate I (OCT 2001) of 52.219-9.

_____ (iii) Alternate II (OCT 2001) of 52.219-9.

_____ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a) (14)).

_____ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

_____ (ii) Alternate I (JUNE 2003) of 52.219-23.

_____ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_____ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_____ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

_____ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_____ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

 X (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

 X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

 X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

 X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

 X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

_____ (21) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA Designated Products (AUG 2000) (42 U.S.C. 6962(c) (3) (A) (ii)).

_____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i) (2) (C)).

_____ (22) 52.225-1, Buy American Act-Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

_____ (23)) (i) 52.225-3, Buy American Act-Free Trade Agreements- Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

_____ (ii) Alternate I (Jan 2004) of 52.225-3.

_____ (iii) Alternate II (Jan 2004) of 52.225-3.

_____ (24) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_____ (25) 52.225-13, Restrictions on Certain Foreign Purchases (DEC 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

_____ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

_____ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

_____ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_____ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_____ X (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

_____ (31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

_____ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

_____ (323 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

_____ (34) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

_____ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

_____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

_____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after

any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - (v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
 - (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

STATEMENT OF WORK

1. DESCRIPTION OF SERVICES

This procurement is for the services of a qualified Contractor to conduct testing and evaluation of emergency escape masks in accordance with the ANSI/ISEA 110-2003 American National Standard for Air-Purifying Respiratory Protective Smoke Escape Devices. The contractor shall purchase three models of emergency escape masks as directed by the CPSC. The average cost of each model will not exceed \$80.00. The Contractor shall purchase a sufficient number samples to conduct the following tests:

1. Carbon Dioxide Inhalation
2. Donning
3. Air Flow Resistance
4. Particulate Filtration
5. Total Inward Leakage
6. Optical Properties
7. Leakage Testing
8. Capacity
9. Inhalation Temperature
10. Soot Particulate

The results of the analyses must be presented in the form of a detailed report and oral presentation in accordance with this STATEMENT OF WORK.

2. BACKGROUND INFORMATION

There is a proliferation of products marketed as emergency escape masks to protect users against deadly toxic smoke while evacuating from fire, chemical or other emergencies in homes, offices, factories, hospitals, hotels, aircraft, marine vessels. The concept of protective masks to shield individuals from toxic gases is not new. The military and fire services widely use protective masks in their day to day operations. Emergency escape masks appear to be another example of a commercial product that has been adapted for residential use. As emergency escape masks find their way into American homes, the need to evaluate the feasibility and efficacy of these products arises.

By providing more escape time and protecting people from toxic gases during residential fires, chemical and CO hazard scenarios, emergency escape masks have a tremendous potential to reduce consumer related deaths and injuries provided they perform effectively and reliably. A comprehensive evaluation needs to be conducted to determine the effectiveness of these products. There are obvious safety-related issues relevant to the need to establish performance requirements and human interaction issues that need to be addressed before confidence in these products can be developed.

In 2003, The International Safety Equipment Association (ISEA) published the first American National Standard for air-purifying respiratory protective smoke escape devices (RPEDs), a type of personal protection commonly called a "smoke hood." The ANSI/ISEA 110-2003 American National Standard for Air-Purifying Respiratory Protective Smoke Escape Devices provides design guidance to RPED manufacturers in the form of a detailed set of performance requirements and testing procedures.

The new standard also represents a minimum requirement for purchase specifications. Key sections of the standard cover certification, labeling, design, performance, conditioning and testing requirements.

3. DETAILED STATEMENT OF WORK

Independently, and not as an agent of the Government, the Contractor shall furnish all necessary personnel, materials, services and facilities to perform the work set forth below:

- a. The Contractor shall purchase the following models of emergency escape masks for this study:
 - a) EVAC-U8 Smoke Escape Hood FA-EE1
 - b) Evolution 1000 NBC and Fire Escape Hood
 - c) Exitair Pocket Smoke Escaping Hood
- b. The Contractor shall conduct tests on emergency escape masks directed by the CPSC. Each model will be tested according to the following sections of ANSI 110:
 - a) Section 7.1 and 9.1 Carbon Dioxide Inhalation
 - b) Section 7.2 and 9.2 Donning
 - c) Section 7.3 and 9.3 Airflow Resistance
 - d) Section 7.4 and 9.4 Particulate Filtration
 - e) Section 7.5 and 9.5 Total Inward Leakage
 - f) Section 7.6 and 9.6 Optical Properties
 - g) Section 7.7 and 9.7 Leakage Testing
 - h) Section 7.8 and 9.8 Capacity
 - (1) CycloHexane
 - (2) Acrolein
 - (3) HCl
 - (4) SO₂
 - (5) HCN
 - (6) CO test 1
 - (7) CO test 2
 - i) Section 7.9 and 9.9 Inhalation Temperature
 - j) Section 7.10 and 9.10 Soot Particulate
- c. The Contractor shall deliver the following at the location in paragraph 6.
 - (1) The Contractor shall deliver a monthly status report via e-mail to CPSC within seven (7) calendar days after the end of the preceding month (excluding the first and last months).
 - (2) The Contractor shall deliver one (1) original and three (3) copies of a draft final report forty-five (45) calendar days prior to the end of the contract period for CPSC staff review. The draft report shall document the details of the test procedures, apparatus (including photos and schematics), and test results. CPSC will provide comments within fourteen (14) calendar days of receipt of the draft report.
 - (3) The Contractor shall submit one (1) original and five (5) copies of the final report incorporating CPSC's comments on the draft final before the end of the contract.

- (4) The Contractor shall prepare an oral presentation summarizing the results of the contracted study and present it to CPSC staff at the end of the contract. This oral presentation will be via teleconference.

4. REPORTING REQUIREMENTS

The Contractor shall submit the following reports to the Project Officer, with a copy of the cover letter to the Contracting Officer:

- a. Draft Final Report
 - (1) Format - the draft final shall be prepared in Microsoft Word2000. The report may be e-mailed to rkhanha@cpsc.gov or mailed to the following address:
Rohit Khanna
Fire Protection Engineer
U.S. Consumer Product Safety Commission
Division of Combustion and Fire Sciences
4330 East-West Highway, Suite 611
Bethesda, MD 20814
 - (2) Content - the report shall be a technical document summarizing the contracted effort. It must address all of the issues and objectives set forth in the Statement of Work and contain at least the following:
 - Details of the test procedures for the relevant sections ANSI 110
 - Setup and schematics for the apparatus used in each test
 - Results and analysis of testing for each of the three models provided
- b. Final Report
 - (1) Format - the final shall be prepared in Microsoft Word2000. The report may be e-mailed to rkhanha@cpsc.gov or mailed to the following address:
Rohit Khanna
Fire Protection Engineer
U.S. Consumer Product Safety Commission
Division of Combustion and Fire Sciences
4330 East-West Highway, Suite 611
Bethesda, MD 20814
 - (2) Content - The final written report must address all of the issues and objectives set forth in the Statement of Work as well as comments received from the CPSC Project Officer.

5. PERIOD OF PERFORMANCE

Performance of work shall begin on the effective date of this contract and shall not extend beyond March 30, 2005. The date may be adjusted by mutual agreement between the government and contractor.

6. DELIVERY OF PERFORMANCE

The following items shall be performed or delivered in accordance with the following schedule:

ITEM	QUANTITY	DELIVERY & PERFORMANCE
1) Contractor purchase samples	1 ea.	Within thirty (30) calendar days after date of contract award
2) Status Reports	5 ea.	To be e-mailed within seven (7) calendar days after the end of the preceding month to CPSC
3) Draft Final Report	Original and three (3) copies	Within thirty (45) calendar days prior to the end of the contract for staff review
4) Final Written Report	Original and five (5) copies	By March 30, 2005
5) Oral Presentation	1 ea.	By March 30, 2005